

EXHIBITION AGREEMENT

Name: _____, hereafter referred to as the Exhibitor.

In consideration of The Kelly Fitzpatrick Center for the Arts (hereafter referred to as The Kelly) allowing the exhibitor to exhibit artwork either online or on the premises of The Kelly as a means of promoting the arts to the citizens of Wetumpka and the public, The Exhibitor, desiring to voluntarily participate in this Exhibit, does hereby acknowledge and agree as follows:

The Kelly has the right to deny the exhibition of any particular piece of art or artwork, if in its sole discretion, it is deemed unsuitable for any reason to be displayed online or on its property.

The Kelly will insure the Object(s) under its Fine Arts Insurance policy wall-to-wall for the amount specified on the attached inventory against all risks of physical loss or damage from external causes on location during the period of this loan; provided, however, that if the Object(s) shall have been industrially fabricated or fabricated with industrially manufactured parts, and can be replaced to the artist's specifications, the amount of insurance shall be limited to the cost of replacement. If no value is listed on the reverse side, maximum coverage shall be the fair market value of the Object(s) at the time of loss or damage as determined by an appraisal from a mutually agreed upon expert.

The Kelly's insurance policy contains the standard exclusions for loss or damage due to war, invasion, hostilities, rebellion, insurrection, confiscation by order of any government or public authority, risks of contraband or illegal transportation and/or trade, nuclear damage, wear and tear, gradual deterioration, moths, vermin and inherent vice, and for damage sustained due to and resulting from any repairing, restoration or retouching process unless caused by fire and/or explosion. The Kelly is not responsible for prior damage nor damage incurred from material defects present prior to physical receipt and acceptance of the artwork by The Kelly.

The Exhibitor agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing The Kelly, each of the Participating Kellys, and the trustees, officers, agents, and employees of The Kelly and any Participating Kellys from liability for any and all claims arising out of such loss or damage.

If the Exhibitor chooses to maintain their own insurance, The Kelly must be supplied with a certificate of insurance naming The Kelly and each of the participating locations as an additional insured or waiving subrogation against The Kelly and each of the participating locations. If the Exhibitor shall fail to supply The Kelly with such a certificate, this loan agreement shall constitute a release of The Kelly and each of the Participating Kellys from any liability in connection with the Object(s).

The Kelly is not responsible for any error or information deficiency furnished to the Exhibitor's insurer or for any lapses in coverage. The Kelly will not be liable for any misrepresentation of ownership or attribution. Government regulations will be adhered to in international shipments. As a rule, each party is responsible for adhering to its country's import/export requirements.

The Exhibitor does hereby authorize The Kelly, and their agents and assigns, to take and use photographs of their artwork for the purposes of preparing a catalog (either printed or on-line) and publicizing this event, in such manner and at such times as it deems appropriate. No other reproduction of the artwork is authorized.

Furthermore, the Exhibitor, individually and their heirs and assigns, does voluntarily waive, release, hold harmless, discharge, and indemnify The Kelly, from any and all claims that the Exhibitor and/or their heirs or assigns, may have in the future, including but not limited to property damage, that the Exhibitor may incur as a result of their participation in the Exhibit, whether directly connected to these activities or not, however caused, or as a result of the condition of the premises where the Exhibit occurs.

Finally, the Exhibitor does hereby agree to remove their artwork from The Kelly's premises within 90 days from the last date of public display for the Exhibit. The Exhibitor's failure to remove their artwork in 90 days shall mean that they have decided to convey the artwork to The Kelly as consideration for their displaying the art during the Exhibit. Should that event so occur, the Exhibitor does hereby grant, bargain, sell, and convey all their right, title, and interest in and to the artwork which is subject of this agreement unto The Kelly outright and in fee simple absolute, for them, their successors and assigns, to have and to hold forever, free from all contingencies and encumbrances thereon. This paragraph shall be null and void and of no force or effect should the Exhibitor remove their artwork within the allotted time following the end of the Exhibit.

I, THE EXHIBITOR, HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE KELLY.

I, the exhibitor, am over the age of nineteen and am signing this Agreement voluntarily and of my own free will, fully intending to be bound by its terms.

Dated this the _____ day of _____, 2025.

Witness

Exhibitor